



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: July 10, 2024.**

  
**SHAD M. ROBINSON**  
**UNITED STATES BANKRUPTCY JUDGE**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

In re:	§	Chapter 11, Subchapter V
	§	
P3 PURE LLC,	§	Case No. 24-10532
	§	
Debtor.	§	

**FINAL ORDER AUTHORIZING DEBTOR  
TO USE CASH COLLATERAL**

The Court, having reviewed the pleading finds that a need exists to order the relief herein on a final basis and that it is in the best interest of the Debtor, the Debtor's estate, and Debtor's creditors to authorize the use of cash collateral. Use of cash collateral is the only means available to the Debtor to finance its operation and that irreparable harm will result if Debtor is not permitted to use the cash collateral in the amounts set forth in the budget as authorized in this Order. It is accordingly,

**THE COURT HEREBY MAKES THE FOLLOWING FINDS OF FACTS AND  
CONCLUSIONS OF LAW:**

A. Petition. On May 13, 2024 (the “Petition Date”), the Debtor filed its voluntary petition under Chapter 11 Subchapter V of the Bankruptcy Code. The Debtor is a debtor-in-possession pursuant to section 1184 of the Bankruptcy Code.

B. Notice. The Debtor gave sufficient notice of the Motion. Notice of the Motion and the related hearing has also been given to the Debtor's 20 largest unsecured creditors and to the United States Trustee for the Western District of Texas. Such notice complies with Bankruptcy Rules 4001(c ).

C. Best Interests. It is in the best interest of the creditors and the estate for the entry of this Order.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

**AUTHORIZATION AND CONDITIONS TO USE CASH COLLATERAL**

ORDERED that the Debtor be authorized to use the cash collateral, including but not limited to, revenue collected in the ordinary course of business in accordance with the provisions in the budget (*See* Exhibit “A”). Debtor is authorized a 5% deviation from the Budget without further order of this Court; and it is

FURTHER ORDERED that as adequate protection for the use of cash collateral, Montgomery Capital Partners III, LP (“MCA”) is hereby granted replacement liens (the “Replacement Liens”) on all post-petition cash collateral and post-petition acquired property to the same extent and priority they possessed as of the Petition Date; and it is

FURTHER ORDERED that as additional adequate protection for the use of cash collateral, the Debtor will pay MCA \$1,750.00 every two weeks, beginning in the week ending July 13, 2024 (the “MCA Adequate Protection Payments”); and it is

FURTHER ORDERED the holders of allowed secured claims with a perfected security interest in Cash Collateral, if any, as that term is defined in the Code, shall be entitled to a replacement lien in post-petition accounts receivable, contract rights, and deposit accounts to the same extent allowed and in the same priority as those interests held as of the Petition Date; and it is

FURTHER ORDERED that notwithstanding any limitations included in this Order, this Order is without prejudice to: (a) any subsequent request by a creditor of the Debtor for modified adequate protection or restriction on cash collateral; (b) a creditor's right to object to impermissible use of cash collateral; and (c) any other right or remedy which may be available to a creditor of the Debtor; and it is

FURTHER ORDERED that the Replacement Liens will not attach to Chapter 5 actions of the Debtor or the proceeds of the recovery upon such actions; and it is

FURTHER ORDERED that nothing in this Order shall in any way constitute: (a) a finding of complete adequate protection of the interests of any creditor of Debtor or the lack thereof; (b) an agreement, consent, or acquiescence to the terms of any plan of reorganization by virtue of any term or provision of this order; (c) a preclusion or waiver to assert any other rights, remedies, or defenses available to any creditor of the Debtor to respond to any motion, application, proposal, or other action, all such rights, remedies, defenses, and opportunities to respond being specifically reserved by the Debtor's creditors; or (d) a preclusion, waiver, or modification of any rights or remedies that the Debtor's creditors have under applicable law. Nothing herein contained shall prejudice the right of the Debtor's creditors to seek modification, extension, or termination of this Order; and it is

FURTHER ORDERED that the Debtor provide its counsel with a list of active and functional administrator account usernames and passwords for Debtor's Amazon, Shopify, AOA, and PayPal accounts, which Debtor's counsel will turnover to MCA's counsel upon a termination of the automatic stay; and it is

FURTHER ORDERED that, the Debtor stipulates that MCA has a secured claim (the "MCA Claim") in an amount not less than \$980,489.68; and it is

FURTHER ORDERED that, Debtor stipulates to the perfection and enforceability of the MCA Claim against the collateral described in the Debtor's security agreement with MCA, the Debtor's cash collateral, and all of the Debtor's assets to which the Replacement Liens attach; and it is

FURTHER ORDERED that any interested party may challenge the amount, validity, and priority of MCA's Claim by August 5, 2024; and it is

FURTHER ORDERED that MCA's liens, claims and security interests in the cash collateral, other than the MCA Adequate Protection Payments, shall, in each instance, be payable only after the payment of the following:

- (a) All reasonable fees and expenses up to \$20,000 incurred by a trustee appointed under chapter 7 of the Bankruptcy Code or any subchapter V trustee appointed under chapter 11 of the Bankruptcy Code;
- (b) Statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) plus interest at the statutory rate;
- (c) fees payable to the Clerk of this Court; and
- (d) professional fees not to exceed \$6,500 per week, which the Debtor may segregate into a separate trust account; and it is

FURTHER ORDERED that the collateral securing the MCA Claim shall not be subject to surcharging, any equities of the case doctrines, the equitable doctrine of 'marshaling' or any other similar doctrine with respect to any of the cash collateral; and it is

FURTHER ORDERED that, as a condition to MCA's consent to the use of cash collateral, the Debtor agrees to use best efforts to initiate a sale process, financing documents, or a plan by 30 days after the entry of a final cash collateral order; and it is

FURTHER ORDERED that the rights and obligations of the parties under this Final Order shall be effective and enforceable as of the Petition Date. This Final Order shall be deemed effective immediately and, for the avoidance of doubt, Bankruptcy Rule 6004(h) shall not apply hereto. If any or all of the provisions of this Final Order hereafter are reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (a) the validity, extent, priority or enforceability of any obligations incurred prior to the actual receipt of written notice by MCA of the effective date of such reversal, modification, vacatur or stay or (b) the validity, extent or enforceability of the liens and claims granted hereunder.

FURTHER ORDERED that notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is

FURTHER ORDERED that this Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation, enforcement and/or interpretation of this Order.

### END OF ORDER ###

Order submitted by:

AKERMAN LLP

/s/ R. Adam Swick

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*PROPOSED ATTORNEYS P3 PURE LLC*

**EXHIBIT A**

*Budget*

P3 Pure LLC dba Pretty Frank  
Weekly Cash Forecast

Pure LLC dba Pretty Frank Weekly Cash Forecast	Budget to Actual			9	1	10	11	12	13	14	15	16	17
	May 14 to July 6 2024												
	Forecast 5/14-7/6	Actual 5/14-7/6	Forecast to Actual 5/14-7/6										
week ended:	5/14-7/6	5/14-7/6	5/14-7/6	13-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep
Beginning Cash Balance	\$30,520	\$31,966	\$31,966	\$6,608	\$6,608	\$39,868	\$33,013	\$49,385	\$39,909	\$54,424	\$57,819	\$79,191	\$68,280
CASH RECEIPTS													
Ecommerce													
Shopify	\$64,000	\$55,905	-\$8,095	\$8,000	\$3,180	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
PayPal	\$0	\$4,157	\$4,157										
Walmart	\$0	\$0	\$0										
Amazon	\$0	\$0	\$0	\$20,000	\$49,704		\$20,000		\$20,000		\$20,000		\$20,000
Distributor / Retail / Wholesale													
Lotus Light	\$51,399	\$33,950	-\$17,449	\$8,500		\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
Wholesale General	\$2,000	\$0	-\$2,000	\$250		\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
TOTAL CASH RECEIPTS	\$117,399	\$94,012	-\$23,387	\$36,750	\$52,884	\$16,750	\$36,750	\$16,750	\$36,750	\$16,750	\$36,750	\$16,750	\$36,750
CASH DISBURSEMENTS													
Owner Compensation & Insurance													
	\$19,330	\$19,630	\$300	\$2,100	\$0	\$0	\$0	\$7,565	\$2,100	\$0	\$0	\$0	\$7,565
Amy Perez	\$15,130	\$15,130	\$0					\$7,565					\$7,565
United Health Care	\$3,800	\$4,100	\$300	\$1,900					\$1,900				
Sun Life Financial	\$400	\$400	\$0	\$200					\$200				
Consulting Services													
	\$23,601	\$13,200	-\$10,401	\$2,570	\$2,570	\$2,500	\$2,570	\$2,500	\$2,570	\$2,500	\$2,570	\$2,500	\$2,570
Nicolas Gutierrez	\$5,000	\$910	-\$4,090			\$1,250		\$1,250		\$1,250		\$1,250	
Danica Matulis- Marketing Stack LLC	\$5,000	\$3,000	-\$2,000	\$1,000	\$1,000		\$1,000		\$1,000		\$1,000		\$1,000
Gina Simmons	\$7,851	\$4,710	-\$3,141	\$1,570	\$1,570		\$1,570		\$1,570		\$1,570		\$1,570
William Sizemore	\$5,000	\$3,080	-\$1,920			\$1,250		\$1,250		\$1,250		\$1,250	
Kate Newton	\$750	\$1,500	\$750										
eCommerce & Mkt													
	\$15,311	\$0	-\$15,311	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$0
Google	\$0	\$0	\$0										
EPA Marketing LLC	\$15,311	\$0	-\$15,311			\$5,000			\$5,000			\$5,000	
Supplier													
	\$80,370	\$59,694	-\$20,676	\$14,530	\$12,660	\$14,715	\$14,530	\$9,715	\$9,530	\$9,715	\$9,530	\$14,715	\$9,530
AOA Products, LLC	\$50,000	\$45,030	-\$4,970	\$10,000	\$10,000	\$10,000	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000	\$5,000
Belmark, Inc.	\$3,000	\$0	-\$3,000	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Container & Packaging Supply	\$175	\$0	-\$175	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Distribupack	\$14,220	\$13,217	-\$1,003	\$1,580		\$1,580	\$1,580	\$1,580	\$1,580	\$1,580	\$1,580	\$1,580	\$1,580
Eden Botanicals	\$660	\$0	-\$660	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Garrison Minerals, LLC	\$2,000	\$0	-\$2,000	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Jedwards International	\$3,250	\$1,291	-\$1,959	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650
Starwest Botanicals	\$740	\$0	-\$740			\$185		\$185		\$185		\$185	
Univar Solutions	\$1,325	\$0	-\$1,325	\$265		\$265	\$265	\$265	\$265	\$265	\$265	\$265	\$265
Misc Supplier - fulfill raw materials	\$5,000	\$156	-\$4,844	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Recurring Subscriptions													
	\$11,042	\$6,289	-\$4,753	\$144	\$144	\$0	\$388	\$4,306	\$144	\$0	\$388	\$4,306	\$144
Helium	\$178	\$89	-\$89				\$89				\$89		
Intuit (Quickbooks)	\$597	\$597	\$0					\$298				\$298	
Gorgias	\$192	\$96	-\$96					\$96				\$96	
TaxJar	\$1,564	\$52	-\$1,512					\$782				\$782	
Authorize.net	\$49	\$0	-\$49					\$25				\$25	
Bill.com	\$144	\$254	\$110	\$144	\$144				\$144				\$144
Shopify	\$5,517	\$2,836	-\$2,681					\$2,759				\$2,759	
Box Inc	\$281	\$0	-\$281					\$141				\$141	
Microsoft	\$367	\$0	-\$367					\$184				\$184	
Apprivr	\$344	\$0	-\$344										
Klaviyo	\$1,165	\$2,324	\$1,159										
Fishbowl	\$598	\$0	-\$598				\$299				\$299		
GoDaddy	\$44	\$41	-\$3					\$22				\$22	
Misc													
	\$9,772	\$6,615	-\$3,157	\$1,140	\$0	\$1,140	\$1,140	\$1,140	\$1,140	\$1,140	\$1,140	\$1,140	\$1,140
Other vendors	\$4,000	\$2,955	-\$1,045	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
American Packaging Capital Inc.	\$0	\$1,337	\$1,337										
Travis County Tax Office	\$0	\$0	\$0										
Sales Tax Payments	\$5,772	\$2,323	-\$3,449	\$640		\$640	\$640	\$640	\$640	\$640	\$640	\$640	\$640
Critical Vendor Payments													
	\$19,030	\$8,818	-\$10,212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Independent Contractors	\$4,030	\$1,465	-\$2,565										
Suppliers	\$15,000	\$7,353	-\$7,647										
Professional Fees													
	\$4,000	\$0	-\$4,000	\$0	\$4,250	\$250	\$1,750	\$1,000	\$1,750	\$0	\$1,750	\$0	\$3,000
US Trustee Payments	\$0	\$0	\$0			\$250							\$250
sub V Trustee fees	\$4,000	\$0	-\$4,000		\$2,500			\$1,000					\$1,000
MCA					\$1,750		\$1,750		\$1,750		\$1,750		\$1,750
Akerman	\$0	\$0	\$0										
Harney Partners	\$0	\$0	\$0										
TOTAL CASH DISBURSEMENTS	\$182,456	\$114,246	-\$68,210	\$20,485	\$19,624	\$23,605	\$20,378	\$26,226	\$22,235	\$13,355	\$15,378	\$27,661	\$23,950
ENDING CASH BALANCE	\$11,271	\$11,732	\$461	\$22,873	\$39,868	\$33,013	\$49,385	\$39,909	\$54,424	\$57,819	\$79,191	\$68,280	\$81,080